COLLECTIVE BARGAINING AGREEMENT

Between

SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) (LOCAL 73)

(Representing Office of the Public Administrator)

And

COUNTY OF COOK/STATE OF ILLINOIS
(as Joint Employers)

December 1, 2017 through November 30, 2020

Effective upon Approval by the Cook County Board of Commissioner

APPROVED BY THE BOARD OF COOK COUNTY COMMISSIONERS

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SEIU 73 PUBLIC ADMINISTRATOR 2017-2020 F

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COLLECTIVE BARGAINING AGREEMENT

PREAMBLE

This Collective Bargaining Agreement is entered into between the COUNTY of COOK/OFFICE OF THE PUBLIC ADMINISTRATOR (hereinafter referred to as the Office of the Public Administrator" or "County") and the Service Employees International Union 73 (hereinafter referred to as the "Union").

ARTICLE I Recognition

Section 1.1 Representative Unit:

The County/Office of the Public Administrator recognizes the Union as the sole and exclusive representative for all employees of the County/Office of the Public Administrator in the job classifications set forth in Appendix A of this Agreement as certified by the Illinois Labor Relations Board ILLRB Case #S-RC-06-183 and L-RC-06-019.

The Appendix A lists the Cook County job titles certified to be represented by the Service Employees International Union Local 73 (SEIU Local 73), in a specific bargaining unit; and the rates of pay for each such job title. The job titles listed in Appendix A is for descriptive purposes. Its use is neither an indication nor a guarantee that any classification or title set forth therein will continue to be utilized by the County.

Section 1.2 Union Membership:

The County/Office of the Public Administrator does not object to Union membership by its employees, and believes that certain benefits may inure from such membership. For the purpose of this section, an employee shall be considered to be a member of the Union if he/she timely tenders the dues and initiation fee required as a condition of membership.

The County/Office of the Public Administrator will grant the Union an opportunity during the orientation of new employees to present the benefits of Union membership, at which time the Union may give such employees a copy of this Agreement. For this purpose, the County/Office of the Public Administrator shall notify the designated Union business representative of the starting dates of new employees within thirty (30) calendar days of their start.

Section 1.3 Dues Check-off:

With respect to any employee from whom the County/Office of the Public Administrator receives individual written authorization, signed by the employee, in a form agreed upon by the Union and the County/Office of the Public Administrator, the County/Office of the Public Administrator shall deduct from the wages of the employee the dues and initiation fee required as a condition of membership in the Union, or a representation fee, and shall forward such amount to the Union within thirty (30) calendar days after close of the pay period for which the deductions are made.

The Union shall advise the Employer of any increase in dues, fair share fees, or other approved deductions in writing at least forty-five (45) days prior to its effective date. The Employer shall implement the increase in the first full pay period on or after the effective date.

The parties acknowledge and agree that the phase "written authorization" as provided in this Agreement include authorizations created and maintained by use of electronic records and electronic signatures consistent with State and federal law.

Section 1.4 "Fair Share":

- 1. The County/Office of the Public Administrator shall grant "fair share" to the Union in accordance with Sections 6(e)(g) of the Illinois Public Labor Relations Act upon satisfactory demonstration to the County/Office of the Public Administrator that the Union has more than fifty percent (50%) of the eligible employees in the bargaining unit signed up as dues paying members. Once this condition has been met, all employees covered by this Agreement will within thirty (30) days of the Union meeting said condition or within thirty (30) days of their employment by the County/Office of the Public Administrator either (1) become members of the Union and pay to the Union regular Union dues and fees, or (2) will pay to the Union each month their fair share of the Union's costs of the collective bargaining process, contract administration and pursuing matters affecting employee wages, hours, and other conditions of employment.
- 2. Such fair share payment by non-members shall be deducted by the County/Office of the Public Administrator from the earnings of the non-member employees and remitted to the Union, provided, however, that the Union shall certify to the County/Office of the Public Administrator the amount constituting said fair share, not exceeding the dues uniformly required of members of the Union, and shall certify that said amount constitutes the non-members' proportionate share of the Union's costs of the collective bargaining process, contract administration and pursuing matters affecting employee wages, hours and other conditions of employment.
- 3. Upon receipt of such certification, the County/Office of the Public Administrator shall cooperate with the Union to ascertain the names of and addresses of all employee non-members of the Union from whose earnings the fair share payments shall be deducted and their work locations.
- 4. Upon the Union's receipt of notice of an objection by a non-member to the fair share amount, the Union shall deposit in an escrow account, separate from all other Union funds, fifty percent (50%) of all fees being collected from non-union employees. The Union shall furnish objectors and the County/Office of the Public Administrator with verification of the terms of the escrow arrangement and, upon request, the status of the fund as reported by the bank.

The escrow fund will be established and maintained by a reputable independent bank or trust company and the agreement therefore shall provide that the escrow accounts be interest bearing at the highest possible rate; that the escrowed funds be outside of the Union's control until the final disposition of the objection; and that the escrow fund will terminate and the fund therein be distributed by the terms of an ultimate award,

determination, or judgment including any appeals or by the terms of a mutually agreeable settlement between the Union and an objector or group of objectors.

5. If an ultimate decision in any proceeding under state or federal law directs that the amount of the fair share should be different than the amount fixed by the Union, the Union shall promptly adopt said determination and notify the County/Office of the Public Administrator to change deductions from the earnings of non-members to said prescribed amount.

Section 1.5 Religion Exemption:

Employees who are members of a church or religious body having a bona fide religious tenet or teaching which prohibits the payment of a fair share contribution to a union shall be required to pay an amount equal to their fair share of Union dues, as described in Section 4, to a non-religious charitable organization mutually agreed upon by the Union and the affected employees as set forth in Section 6(g) of the Illinois Public Labor Relations Act.

Section 1.6 Indemnification:

The Union shall indemnify and save the County/Office of the Public Administrator harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of any action taken by the County/Office of the Public Administrator for the purpose of complying with any provisions of this Article. If an incorrect deduction is made, the Union shall refund any such amount directly to the involved employee.

ARTICLE II Employer Authority

Section 2.1 County/Office of the Public Administrator Rights:

The Union recognizes that the County/Office of the Public Administrator has the full authority and responsibility for directing its operations and determining policy. The County/Office of the Public Administrator reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon it and vested in it by the statutes of the State of Illinois, and to adopt and apply all rules, regulations and policies as it may deem necessary to carry out its statutory responsibilities; provided, however, that the County/Office of the Public Administrator shall abide by and be limited only by the specific and express terms of this Agreement, to the extent **permitted by the law.**

Section 2.2 Union and County/Office of the Public Administrator Meetings Respecting Health Care:

For the purpose of conferring on matters of mutual interest which are not appropriate for consideration under the grievance procedure, the Union and County/Office of the Public Administrator agree to meet at least once per quarter through designated representatives at the request of either party and at mutually agreed upon times and locations. The Union and County/Office of the Public Administrator shall each designate not more than three (3) representatives per department to a labor-management committee for this purpose.

For the purpose of maintaining communications between labor and management in order to cooperatively discuss issues respecting health care coverage for all County employees, each Local Union, the County and members of bargaining units not covered by this Agreement shall meet quarterly through designated representatives. Each Local Union shall designate not more than one (1) representative to the Health Care/Management Committee. The County, through its Office of Risk

Management, shall prepare and submit an agenda to the other parties at least one (1) week prior to the scheduled meeting, which agenda shall address, among other things, issues raised by each Local Union to the Office of Risk Management.

The date and location for such meetings shall be established by the Office of Risk Management, taking into account the scheduling concerns of all County bargaining units.

Section 2.3 Integrity of Bargaining Unit:

Non-Bargaining unit employees shall not be permitted to perform bargaining unit work except in emergency situations, in training situations where a supervisor or management personnel is teaching or instructing an employee, or where bargaining unit members are unavailable through no fault of the Employer. This provision does not limit the employer's right to hire seasonal employees to assign work to them. Seasonal employees shall be defined as employees who work forty (40) hours or less per week for a maximum of six (6) months per year. Such exceptions shall not be used to avoid hiring bargaining unit employees.

Section 2.4 Labor Management Meeting on Career Development:

Labor Management meetings will be held quarterly by each department to discuss employee training and education. Department Labor Management Committees shall also make recommendations to the County concerning courses and in-service training to enhance career opportunities for employees in their departments' respective bargaining units. The County will appoint a specific management representative to this department Committee within thirty (30) calendar days of the effective date of the Agreement.

Section 2.5 Severability of Right to Re-Open:

In the event any of the provisions of this Agreement are or shall become invalid, illegal, or unenforceable by reason of any Federal or State Law, Local Ordinance, Decision of any Court, or Ruling of any Federal or State Board, Agency, or other governmental entity such invalidity, illegality, or unenforceability shall not affect the remainder of the provisions of this Agreement. If any such event occurs, at the request of either party, the Union and the Employer shall meet and negotiate in good faith for the purpose of bargaining over the effects of the invalidity, illegality, or unenforceability of the provision or provisions.

ARTICLE III Hours of Work and Overtime

Section 3.1 Purpose of Article:

The provisions of this Article are intended to provide the basis for calculating overtime pay, and shall not be construed as a guarantee of hours of work per day or days per week or pay in lieu thereof, or as a limitation upon the maximum hours per day or per week which may be required.

Section 3.2 Regular Work Periods:

The regular work day for full-time employees is 9:00 a.m. until 5:00 p.m. unless pre-approved by management. If any work periods need to be changed the employer shall first meet with the Union to

negotiate such changes. The length of paid lunch periods and breaks granted by each department shall remain in effect.

The regular work day for full-time employees in the Office of the Public Administrator shall consist of eight (8) consecutive hours of work, including a one (1) hour paid lunch period and two (2) fifteen (15) minute breaks. If any work periods need to be changed the employer shall first meet with the Union to negotiate such changes.

Section 3.3 Compensatory Time and/or Overtime Compensation:

- A. Employees may be assigned to overtime work provided that such overtime shall be limited to either emergency conditions which cannot be deferred and which cannot be performed with the personnel available during normal work hours, or because of an abnormal peak load in the activities of the institution or department.
- B. Employees who are required to work overtime will be compensated in accordance with the Fair Labor Standards Act at time and one-half of compensatory time. An employee's time spent on FMLA (paid benefit time) shall not count towards overtime.
- C. When overtime work is required, and the corresponding compensatory time would work an undue hardship on efficient department operations, the Chief Administrative Officer, the Chief of the Bureau of Health Services or the Chief Financial Officer of Cook County, each for their respective departments, may authorize the payment of cash overtime if sufficient budgeted funds are available. The department head must give prior written notification to the Chief Administrative Officer, the Chief of the Bureau of Health Services or the Chief Financial Officer of Cook County, as appropriate of the reasons requiring paid overtime, the positions affected, and the probable period of time the overtime work will be required. All such overtime will be compensated at time and one-half.
- D. Each department shall record hours worked for each employee eligible for overtime payments. Department Heads are responsible for the correct computation of straight time and overtime hours due an employee.
- E. Compensatory time shall be reclaimed in a minimum of one-hour increments.

Section 3.4 Flextime:

Flextime schedules may be granted if practicable to do so for legitimate and compelling personal reasons. Request for flextime schedules shall be submitted by the employee at least two (2) weeks in advance or when the situation is first known to the employee but in no event less than one (1) week before the flextime schedule becomes effective. Such request for flextime shall not be denied on a discriminatory or arbitrary manner.

Section 3.5 Overtime Work:

Employees will be expected to perform any reasonable amounts of overtime work assigned to them. The Employer will attempt to assign overtime work to the employees who are immediately available when the need for overtime occurs and who normally and customarily perform the work involved, except that in cases of emergency the Employer may assign the overtime work to any employees

among the employees in the same job classification within a department or operating unit. In the event an employee for any reason does not received a fair share of overtime, the employee shall not be entitled to payment for overtime not worked, but the Employer will, when the matter is called to its attention, give preference to such employee with respect to future overtime assignments for which he/she would be normally eligible until a reasonably fair balance in the overtime distribution is reestablished. The Employer shall maintain such records as may be necessary to establish the overtime hours worked by each employee, such records shall be available for inspection by the Union.

Section 3.6 Emergency Related Overtime:

If an employee covered by SEIU Local 73 agreement is called back to work after the completion of the regularly scheduled shift, the employee shall receive minimum of (3) hours compensation at one and one-half times the employee's hourly pay.

ARTICLE IV Seniority

Section 4.1 Probationary Period:

After the date of this Agreement, the probationary period for a new employee, or an employee hired after a break in continuous service, shall be six (6) months. The probationary period shall be extended for a period equal to the time required for any formal training program required of any probationary employees, and the Union shall be consulted about the instituting of any such training program which extends the probationary period. A probationary employee shall have no seniority and may be terminated at any time during the probationary period and shall have no recall rights or recourse to the grievance procedure with respect to any such discipline or discharge. Upon completion of the probationary period, the employee's seniority shall be computed as of the date of his/her most recent hire.

Section 4.2 Definition of Seniority:

For purposes of this Article, seniority is defined as an employee's length of most recent continuous employment with Cook County/Office of the Public Administrator since his/her last hiring date as a full-time employee and as a regular part-time employee entitled to benefits pursuant to Article V. Seniority for such regular part-time employees shall be prorated.

Section 4.3 Promotion, Transfer:

In cases of promotion and transfer, employees shall have first preference in order of their department seniority, provided that the employee has the ability and qualifications to perform the required work.

Section 4.4 Reduction in Work Force, Layoff and Recall:

Should the County determine that it is necessary to decrease the number of employees within a job classification within a department, the employees in the job classification shall be laid off it in inverse order of seniority within the department provided, however, the retained employees have the ability and minimum qualifications to perform the required work. Where possible, surplus employees and the Union shall be given notice thereof at least thirty (30) days prior to the effective date.

With the exception of layoffs for five (5) days or less, and except in a bona fide emergency, each collective bargaining agreement shall provide for written notice to the Union of the layoff thirty (30) days prior to the effective date of the layoff.

To avoid layoff, each affected employee or Union representative must notify the County within five (5) working days of receipt of written notification of the layoff that the employee intends to exercise his or her seniority by bumping in accordance with the following steps in sequential order:

- 1. Employees identified for layoff will be listed in order of seniority. Employees then will be allowed to exercise their rights under this section in the order of seniority with the most senior employee acting first.
- 2. Employees subject to layoff shall be offered a vacant position as deemed available by the Office of Budget and Management Services in his/her current job classification in the SEIU bargaining unit under the Offices of the President provided they have the present ability and minimum qualifications to perform the required work.
- 3. If no vacancy exists, the affected employee will be allowed to bump a less senior employee within his/her current job classification throughout the Offices under the President.
- 4. In the event there is no employee with less seniority within the same job classification as the employee being laid off, that employee may bump the employee with the least seniority in the next lower pay grade down within the department first provided the employee being laid off has more seniority than the employee being bumped and is minimally qualified to perform the job functions immediately with reasonable orientation. Employees who accept jobs in lower job classifications to avoid layoff shall be paid in accordance with Article V Section 5.3C. of this collective bargaining agreement.
- 5. If there are no bumping opportunities in the next lower pay grade down for the employee identified for lay off, the employee then will continue to the following lower pay grade sequentially in the Offices under the President until a placement opportunity arises. If there is an available position in the next lower pay grade down from the employee who is exercising bumping rights, he/she must either accept the position or be laid off. No employee may forego a bumping opportunity to take a position in a lower pay grade. The bumping process for any employee will end when the first position is available for which the employee is qualified. The employee must accept that position or accept layoff.

All employees affected by the layoff must be present at the meetings. SEIU Local 73 is authorized to and will make a selection on behalf of any absent employee or any employee who otherwise is unable to attend the meeting.

An employee who is laid off as a result of this procedure shall be subject to recall in order of seniority before a new employee is hired in the job classification previously held by him or her at the time of the reduction in force. Employees shall have their salary restored to the applicable grade and step.

For the purposes of layoff, ties in seniority shall be broken by suing the lower of the employees' Cook County Identification numbers.

Section 4.5 Promotion and Shift Assignment:

Employees in the same job classification and in the same department, but on a different shift, where applicable, will first be given preferential consideration for a change in shifts in accordance with Section 3.

Section 4.6 Return to Former Job:

An employee who has been promoted or transferred to another job within the represented unit may be returned by the County/Office of the Public Administrator to his/her former job or in an equivalent position, within ninety (90) calendar days or before completion of a formal training program, if the employee does not demonstrate the ability and qualifications to satisfactorily perform the job to which promoted or transferred. An employee who has accepted another job within the represented unit may ask to return to his/her former job within ten (10) working days after commencing work on the new job. An employee who receives a new job under this procedure shall not be permitted to bid for another job for one (1) year thereafter, and an employee who returns to his/her former classification under this procedure will not be permitted to bid again on the same job for one (1) year thereafter.

For those collective bargaining agreements containing a provision providing for the ability of the employee who has been promoted, transferred or recalled to another job within the represented unit to be returned to the former job or status, under no circumstances shall the period in which there is an ability to return to the former job be longer than thirty (30) calendar days.

Section 4.7 Return to Represented Unit:

An employee who has been promoted or transferred out of the represented unit, and who is later transferred back to the unit by the County/Office of the Public Administrator shall upon return to the represented unit be granted the seniority he/she would have had, had the employee continued to work in the classification from which he/she was promoted or transferred.

Section 4.8 Termination of Seniority:

Absence from work because of layoff or any other reason for (12) months in the case of an employee with less than one (1) year of service twenty four (24) months in the case of an employee with one (1) or more years of service, or thirty six (36) months in case of an employee with seven years or more of service when the absence began, except that this provision shall not apply in the case of an employee on an approved leave of absence, or absent from work because of illness or injury covered by duty disability or ordinary disability benefits;

An employee's seniority and employment relationship with the County/Office of the Public Administrator shall terminate upon the occurrence of any of the following:

- (a) Resignation or retirement;
- (b) Discharge for just cause;
- absence for three (3) consecutive work days without notification to the Department Head or a designee during such period of the reason for the absence, unless the employee has an explanation acceptable to the County/Office of the Public Administrator for not furnishing such notification;
- (d) Failure to report to work at the termination of a leave of absence or vacation, unless the

employee has an explanation acceptable to the County/Office of the Public Administrator for such failure to report to work;

- (e) Absence from work because of layoff or any other reason for six (6) months in the case of an employee with less than one (1) year of service when the absence began, or twelve (12) months in the case of all other employees, except that this provision shall not apply in the case of an employee on an approved leave of absence, or absent from work because of illness or injury covered by duty disability or ordinary disability benefits;
- (f) Failure to report for work upon recall from layoff within ten (10) work days after notice to report for work is sent by registered or certified mail or by telegram, to the employee's last address on file with the Personnel Department of the County/Office of the Public Administrator;
- (g) Engaging in gainful employment while on an authorized leave of absence, unless permission to engage in such employment was granted in advance by the County/Office of the Public Administrator in writing.

Section 4.9 Transfer of Stewards:

Employees acting as Union stewards under Article XI, Section 6, of this Agreement shall not be transferred from their job classifications or departments because of their activities on behalf of the Union. Any transfers of Union stewards from their job classifications or departments, other than in an emergency, will be discussed with the Union at least five (5) days in advance of any such transfers.

Section 4.10 Seniority List:

By the 10th calendar day of each month, the Union shall receive a list of all current Employees, which shall include each Employees name, address, telephone number, personal and work email addresses (if available), program/department name and code, base hourly pay rate, language preference, Employee Identification number hours worked, gross pay, and union dues. The list will be provided in an agreed upon format and transmitted electronically.

The County/Office of the Public Administrator will furnish a revised list to the designated Union business representative upon request. After furnishing any such list, an employee must notify the County/Office of the Public Administrator of any error within ten (10) calendar days thereafter, or the information so furnished will be considered correct and binding on the employee and the Union until a subsequent list is furnished by the County/Office of the Public Administrator as provided herein.

Section 4.11 Job Posting:

When job openings or vacancies, including transfers, occur within the bargaining unit in a particular department, or when new classifications are created and ready to be filled, the County/Office of the Public Administrator will post a notice on all bulletin boards in the affected department where notices to employees are normally posted. These job postings will be for a period of no less than five (5) working days.

Employees in the affected department desiring to bid on such vacancies may do so, and the job will be awarded in accordance with the provisions of section 3 above. Employees shall not lose compensation for work time expended to interview within their respective departments.

ARTICLE V Rates of Pay

Section 5.1 Job Classification/Rates of Pay:

Employees in the job classifications set forth in Appendix A to this Agreement shall receive the salary provided for their respective grade and length of service in the job classification. Employees will be increased to the appropriate step upon completion of the required length of service in the classification.

The salary grades and steps applicable to this bargaining unit shall be increased as follows during the term of this agreement:

Effective thirty (30) days after ratification by the County Board of Commissioners, a \$1,200 one-time lump sum bonus paid to all employees in active status.

Effective December 1, 2018 reduce all entry level rates by 10%.

Effective December 1, 2018 the pay rates for all classifications shall be frozen.

Effective the first full pay period on or after June 1, 2019 the pay rates for all classifications shall be increased 2.00%

Effective the first full pay period on or after June 1, 2020 the pay rates for all classifications shall be increased 2.00%

Section 5.2 New, Changed or Misclassification:

- A. During the term of this Agreement, the County/Office of the Public Administrator may establish new and changed job classifications, and change the duties of existing job classifications, provided that a major alteration of the classification structure shall not be made. In the event a new classification is placed in the bargaining unit for any reason, the County and the Union agree to meet and bargain the terms and conditions of employment for that new classification, including rates of pay, work rules, etc., within thirty (30) days of their inclusion in the bargaining unit. The County/Office of the Public Administrator may put the new and changed job classifications or duties into effect after timely notice to the Union, and discuss and set terms and conditions of employment, including the rates of pay with the Union, using the duties, responsibilities, qualifications and grade levels of the classifications in Appendix A as a guide for determining the new rate. If the parties are unable to agree on the rate of pay, the County/Office of the Public Administrator may put a rate into effect, and the Union, thereafter, may submit any dispute to the grievance procedure.
- B. An employee who believes that he/she is working out of classification may request that his/her position be reclassified. If the Department Head agrees that the request is reasonable and/or

- C. justified, the Department Head will recommend to the County/Office of the Public Administrator that this reclassification be included in the forthcoming departmental budget. The County/Office of the Public Administrator will discuss any reclassification with the Union prior to implementation.
- D. No later than thirty (30) days after the Board of Commissioners approves the County/Office of the Public Administrator budget, each respective department head shall inform each applicant for reclassification whether his/her reclassification has been approved or denied. The Union shall be given a copy of the County/Office of the Public Administrator Budget recommendations within a reasonable time of its submission to the County/Office of the Public Administrator Board.

Section 5.3 Classification and Grade Changes:

If an employee is promoted, reclassified, demoted or transferred into another classification through the application of this Agreement, the following rules shall apply:

A. <u>Promotions</u>:

An employee who is promoted to a job in a higher salary grade shall be entitled to placement in the step of the new salary grade which will provide a salary increase at least two (2) steps above the salary received at the time the promotion is made, provided that:

- 1. The new salary does not exceed the maximum established for the grade to which the employee is promoted.
- 2. The new salary is not below the first step established for the grade to which the employee is promoted.

In all cases of promotion, the effective date will set a new anniversary date for the purposes of the salary schedule only.

B. Reclassification:

- 1. An employee whose job is reclassified to a lower classification shall continue to receive compensation at the same rate received immediately prior to reclassification. Such action shall not change the employee's anniversary date. If the salary rate received immediately prior to reclassification is less than the last step rate of the lower classification, the employee shall be entitled to further step advancement.
- 2. An employee whose job is reclassified to a higher classification shall be placed in the first step of the higher grade which provides an increase one (1) step above the salary received at the time of the reclassification. Such action will change the employee's anniversary date. In all cases of reclassification, the employee shall receive at least the first step of the grade to which the position is reclassified.

C. <u>Demotions</u>:

The following shall apply to demotions from one grade to another:

- 1. An employee performing the duties of a job continuously and demoted to a job in a lower salary grade, shall have the salary adjusted in the new job to the same step of the new salary grade as was received in the salary grade of the job from which demoted.
- 2. An employee promoted to a job in a higher salary grade and subsequently demoted to a job in a lower salary grade, shall have the salary adjusted to the step of the salary grade to which the employee would be entitled had the employee remained in the salary grade from which the employee was promoted.

D. <u>Transfers</u>:

An employee transferring from one department to another in the same job classification and/or grade shall be eligible to receive the salary the employee had been receiving at the time of transfer. Such appointment shall not set a new anniversary date.

Section 5.4 Newly Certified Positions:

Upon notification from the Union to the Employer and its human resources director, the Employer agrees to meet with the Union within 60 days thereafter to discuss the placement of newly certified bargaining unit positions on a wage scale.

Section 5.5 Part-Time Employees:

Part-time employees are SEIU Local 73 titles certified to work twenty hours or more a week; and shall receive the hourly rate provided for the respective grade and length of service as set forth in Appendix A of this Agreement. Disability and pension benefits for all part-time employees will be determined by the provisions of the County Employees Pension Plan.

ARTICLE VI Holidays

Section 6.1 Designation of Holidays:

- A. The following days are hereby declared holidays, except in emergency and for necessary operations, for all employees in the bargaining unit:
 - 1. New Year's Day January 1st
 - 2. Martin Luther King's Birthday Third Monday in January
 - 3. Lincoln's Birthday February 12th
 - 4. Presidents' Day Third Monday in February
 - 5. Casimir Pulaski Day* First Monday in March
 - 6. Memorial Day Last Monday in May
 - 7. Independence Day July 4th
 - 8. Labor Day First Monday in September
 - 9. Columbus Day Second Monday in October
 - 10. Veteran's Day November 11th
 - 11. Thanksgiving Day The day approved by the Governor of the State of

Illinois or by the President of the United States

12. Christmas Day - December 25th

It is the intent of the Board of Commissioners of Cook County/Office of the Public Administrator that all salaried Cook County/Office of the Public Administrator employees be granted thirteen (13) holidays, or equivalent paid days off per year. Should a certain holiday fall on Saturday, the preceding Friday shall be set as the holiday; should a certain holiday fall on a Sunday, the following Monday shall be set as the holiday.

However, a weekend holiday shall remain the recognized holiday for those employees regularly scheduled to work on weekends.

- B. In addition to the above, any other day or part of a day shall be considered a holiday when so designated by the Board of Commissioners of Cook County/Office of the Public Administrator.
- C. In addition to the foregoing paid holidays, Employees shall be credited with one (1) floating holiday on December 1st of each year. The Employee may request to use his/her floating holiday at any time during the fiscal year. Requests shall not be unreasonably withheld or denied. Management shall apply the same standard for prior notification as currently applies for personal days.

Section 6.2 Eligibility:

To be eligible for holiday pay, an employee must satisfy each of the following requirements:

- (a) The employee must have worked the regularly scheduled number of hours on the last scheduled day before and the first scheduled day after the holiday, unless the employee has an explanation acceptable to the County/Office of the Public Administrator for such for failure to report to work.
- (b) The employee must have worked at least one half the scheduled hours during the pay period in which the holiday occurs unless the employee was on vacation or paid sick leave during such period.
- (c) It is understood that time off which is approved and scheduled in advance will not disqualify an employee from holiday pay.

An employee scheduled to work on a holiday but who fails to report shall not be eligible for a paid holiday unless the employee has a reasonable explanation for failing to report.

Section 6.3 Holidays in Vacation:

If a holiday falls within an employee's scheduled vacation, such employee, if otherwise eligible, shall be granted an additional day of vacation.

ARTICLE VII <u>Vacations</u>

Section 7.1 Vacation Leave:

- A. All bargaining unit employees who have completed one year of service with Cook County/Office of the Public Administrator, including service mentioned in paragraph E, shall be granted vacation leave with pay for periods as follows:
 - 1. All bargaining unit employees.

Anniversary of Employment	Days of <u>Vacation</u>	Maximum <u>Accumulation</u>
1st thru 6th	10 working days	20 working days
7th thru 14th	15 working days	30 working days
15th thru -	20 working days	40 working days

- B. Accruals will be carried out in accordance with the bi-weekly payroll system. Employees must be in a pay status for a minimum of 5 days in a pay period to accrue time in that period.
- C. All individuals employed on a part-time work schedule of twenty (20) hours per week or more shall be granted vacation leave with pay proportionate to the time worked per month.
- D. Employees may use only such vacation leave as has been earned and accrued provided, however, that five (5) working days of the initial vacation allowance may be allowed after the first six (6) months of service. The heads of the County/Office of the Public Administrator offices, department, or institutions may establish the time when the vacation shall be taken.
- E. Any employee of the County/Office of the Public Administrator of Cook who has rendered continuous service to the City of Chicago, the Chicago Park District, the Forest Preserve District, the Metropolitan Water Reclamation District of Greater Chicago and/or the Chicago Board of Education shall have the right to have the period as such service credited and counted for the purpose of computing the number of years of service as employees of the County/Office of the Public Administrator for vacation credit only. All discharges and resignations not followed by reinstatement within one (1) year shall interrupt continuous service, and shall result in the loss of all prior service credit. Credit for such prior service shall be established by filing, in the Office of the Comptroller of Cook County/Office of the Public Administrator, a certificate of such prior service from such former place or places of employment.
- F. In the event an employee has not taken vacation leave as provided by reason of separation from service, the employee, or in the event of death, the employee's spouse or estate, shall be entitled to receive the employee's prevailing salary for such unused vacation periods.
- G. In computing years of service for vacation leave, employees shall be credited with regular working time plus the time of duty disability.
- H. Any Cook County/Office of the Public Administrator employee who is a re-employed veteran

shall be entitled to be credited with working time for each of the years absent due to military service. The veteran's years of service for purposes of accrual of vacation time in the year of return to employment with Cook County/Office of the Public Administrator, shall be the same as if employment had continued without interruption by military service.

- I. Holidays recognized by the Board of Commissioners of Cook County/Office of the Public Administrator are not to be counted as part of a vacation.
- J. Employees on the 130 Extra and Overtime Account will not receive any fringe benefits.

ARTICLE VIII Welfare Benefits

Section 8.1 Hospitalization Insurance; Employee Contributions:

The County/Office of the Public Administrator agrees to maintain the current level of employee and dependent health benefits that are set forth in Appendix C as revised by this Agreement and specifically described in Appendix C.

Item	12/1/15
Classic Blue	Eliminate
HMO OOP Maximum	\$1,600/\$3,200
HMO Accident/Illness	\$15
HMO Urgent Care	\$15
HMO Specialists	\$20
HMO ER	\$75
PPO Deductible	\$350/\$700
PPO OOP Maximum	\$1,600/\$3,200
PPO Accident/Illness	90% after \$25
PPO Specialist	90% after \$35
PPO ER	\$75
RX	\$15/\$30/\$50
Generic Step Therapy	Implement
Mandatory Maintenance Choice	Implement
Healthcare Contributions	Additional 1 percent of salary aggregate increase (.50 percent increase on 12/1/15 and .50 percent increase on 12/1/16)

Section 8.2 Sick Leave:

A. All bargaining unit employees, other than seasonal employees, shall be granted sick leave with pay at the rate of one (1) working day for each month of service. Accruals will be carried out in accordance with the bi-weekly payroll system. Employees must be in a pay status for a minimum of five (5) days in a pay period to accrue time in that period. Accrued sick leave will carry over if employees change offices or departments within the County/Office of the Public Administrator as long as there is no break in service longer than thirty (30) days.

All individuals employed on a part-time work schedule of twenty (20) hours per week or more

shall be granted sick leave with pay proportionate to the time worked per month.

B. Sick leave may be accumulated to equal, but at no time to exceed, one hundred seventy-five (175) working days, at the rate of twelve (12) working days per year. Records of sick leave credit and use shall be maintained by each office, department, or institution. Severance of employment terminates all rights for the compensation hereunder.

Amount of leave accumulated at the time when any sick leave begins shall be available in full and additional leave shall continue to accrue while an employee is using that already accumulated.

- E. Sick leave may be used for illness, disability incidental to pregnancy, or non-job related injury to the employee; appointments with physicians, dentists, or other recognized practitioners; or for serious illness, disability, or injury, in the immediate family of the employee. After five (5) consecutive work days of absence due to illness, employees shall submit to their Department Head a doctor's certificate as proof of illness. Accordingly, sick leave shall not be used as additional vacation leave. Sick leave may be used as maternity or paternity leave by employees.
- D. An employee who has been off duty for five (5) consecutive days or more for any health reason may be required to undergo examination by the County/Office of the Public Administrator's appointed physician before returning to work.

For health related absences of less than five (5) consecutive days, a doctor's statement or proof of illness will not be required except in individual instances where the facility has sufficient reason to suspect that the individual did not have a valid health reason for the absence. If indicated by the nature of a health-related absence, examination by a facility physician may be required to make sure that the employee is physically fit for return to work.

Employees may take sick leave in 15-minute one half (1/2) or full day increments.

- E. If, in the opinion of the head of the office, department or institution, the health of an employee warrants prolonged absence from duty, the employee will be permitted to combine his/her vacation, sick leave and personal days.
- F. The employee may apply for disability under the rules and regulations established by the Retirement Board.

Section 8.3 Disability Benefits:

Employees incurring any occupational illness or injury will be covered by Workers' Compensation insurance benefits. Employees injured or sustaining occupational disease on duty, who are off work as result thereof shall be paid Total Temporary Disability Benefits pursuant to the Worker's Compensation Act.

Duty disability and ordinary disability benefits also will be paid to employees who are participants in the County/Office of the Public Administrator Employee Pension Plan. Duty disability benefits are paid to the employee by the Retirement Board when the employee is disabled while performing work duties. Benefits amount to seventy-five percent (75%) of the employee's salary at the time of injury,

and begin the day after the date the salary stops.

Ordinary disability occurs when a person becomes disabled due to any cause, other than injury on the job. An eligible employee who has applied for such disability compensation will be entitled to receive, on the thirty-first (31st) day following disability, fifty percent (50%) of salary. The County/Office of the Public Administrator will also contribute the 8.5% of salary normally contributed for pension purposes.

Other amounts normally deducted for annuity purposes shall continue to be deducted. The first thirty (30) consecutive days of ordinary disability are compensated for only by the use of any accumulated sick pay and/or vacation pay credits unless the employee and the Employer otherwise agree.

The employee will not be required to use sick time and/or vacation time for any day of duty disability. All of the provisions of this section are subject to change in conjunction with changes in State laws.

Section 8.4 Life Insurance:

All employees shall be provided with life insurance in an amount equal to the employee's annual salary (rounded to the next \$1,000), at no cost to the employee, with the option to purchase additional insurance up to a maximum of the employee's annual salary. No life insurance shall be offered through the County/Office of the Public Administrator's HMO plans.

Section 8.5 Pension Plan:

Pension benefits for employees covered by this Agreement shall be as mandated under 40 ILCS 5/1 - 101 et seq.

Section 8.6 Dental Plan:

All employees shall be eligible to participate in the dental plan as set forth in Appendix C as revised by this Agreement and specifically described in Appendix C. No dental coverage shall be offered through the County/Office of the Public Administrator's HMO plans.

Section 8.7 Vision Plan:

All employees shall be eligible to participate in the vision plan as set forth in Appendix C as revised by this Agreement and specifically described in Appendix C. No vision coverage shall be offered through the County/Office of the Public Administrator's HMO plans.

Section 8.8 Hospitalization - New Hires:

All new employees covered by this Agreement shall be required to enroll in the County/Office of the Public Administrator HMO plan of their choosing, such enrollment to be effective from the date of hire through the expiration of the first full health plan year following such date of hire.

Section 8.9 Flexible Benefits Plan:

All employees shall be eligible to participate, at no cost to them, in a flexible benefits plan to be established by the County/Office of the Public Administrator. Such plan shall include segregated IRS accounts for child care and medical expenses.

Section 8.10 Insurance Coverage:

Employees on layoff status shall retain health and dental insurance coverage for a period of two (2) months following the month in which the effective date of the layoff occurs with the Employer paying

the full premium, single or family plan as appropriate.

Section 8.11 Confidentiality of Wellness Program

Health information will be kept confidential, Personal health information may only be used and disclosed as permitted by applicable law, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Health information may be disclosed to the screening agent, and to the employer acting as health plan sponsor for program administration purposes only as permitted by HIPAA. Program administration purposes may include offering and determining eligibility for Program incentives. The RFP for wellness vendors shall maximize the confidentiality of patient medical records and other privacy and confidentiality issues.

Section 8.12 Insurance Claims:

A dispute between an employee (or his/her covered dependent) and the processor of claims shall not be subject to the grievance procedure provided for in this Agreement. Employees shall continue to be afforded an opportunity to present appeals of such insurance disputes in person, and may have union representation at such proceedings. This Section shall not be construed to diminish the provisions of Section 8.1(A), (B), (C) or (D) of this Article.

ARTICLE IX Additional Benefits

Section 9.1 Bereavement Leave:

Where death of a covered family member occurs and the funeral is to be held one hundred fifty (150) miles or more from the County Building located at 118 N. Clark St., Chicago IL, the employee shall be entitled to a maximum of five (5) normal day's pay.

To qualify for pay as provided herein, the employee must present satisfactory proof of death, relationship to deceased and attendance at the funeral. Any additional time needed in the event of bereavement may be taken as emergency vacation. If an employee's vacation is interrupted by death in the immediate family, bereavement pay as described herein shall be allowed and such days will not be counted as vacation.

The Employee shall have to submit one of the following as proof to the Employer for the leave to be compensated for Bereavement Leave: Letter from the Funeral Home Director, Obituary or a Certificate of Death.

- A. Excused leave with pay will be granted, up to three (3) days, to an employee for the funeral of a member of the employee's immediate family or household.
- B. Leave requested to attend the funeral of someone other than a member of an employee's immediate family or household may be granted, but time so used shall be deducted from the accumulated vacation or personal leave of the employee making the request.

- C. Where death of a covered family member occurs and the funeral is to be held one-hundred fifty (150) miles or more from the County Building located at 118 N. Clark Street, Chicago, Illinois, the employee shall be entitled to a maximum of five (5) normal day's pay.
- D. To qualify for pay as provided herein, the employee must present satisfactory proof of death, relationship to deceased and attendance at the funeral. Any additional time needed in the event of bereavement may be taken as emergency vacation. If an employee's vacation is interrupted by death in the immediate family or household, bereavement pay as described herein shall be allowed and such days will not be counted as vacation.

The employee shall have to submit one of the following as proof to the Employer for the leave to be compensated for Bereavement Leave: Letter from the Funeral Home Director, Obituary or a Certificate of Death.

Section 9.2 Jury Duty:

Approval will be granted for leave with pay, for any jury duty imposed upon any non-exempt officer or employee of the County/Office of the Public Administrator of Cook. However, any compensation, exclusive of travel allowance received, must therefore be turned over to the County/Office of the Public Administrator of Cook by said officer or employee.

Section 9.3 Family Responsibility Leave (Maternity/Paternity Leave):

Maternity/paternity benefits for employees covered by this Agreement shall be as per the County/Office of the Public Administrator policy.

Employees shall be granted maternity or paternity leaves of absence to cover periods of pregnancy and post-partum child care. The length of such leave, in general, shall not exceed six (6) months, but may be renewed by Department Head. In addition, an employee who has at least two (2) years of service and has a need to be absent from work to meet family responsibilities arising from the employee's role in his/her family or household may, upon request and for good cause shown, be granted a leave of absence for a period not to exceed a total of six (6) months (increasing up to one (1) year for those employees who have accrued personal leave entitling them to more time under current County policy) without pay. Insurance coverage shall be maintained only in accordance with the Family Medical Leave Act ("FMLA"), i.e. up to twelve (12) weeks and meeting FMLA standards.

Section 9.4 Election Day:

An employee who is a registered voter will receive two (2) hours' time off (without pay) during his regular work day so that he/she may vote in any general election. An employee desiring to take such time off shall arrange the exact hours of intended absence with his/her supervisor at least two (2) work days prior to the election.

Section 9.5 Personal Days:

All employees, except those in a per diem or hourly pay status, shall be permitted four (4) days off with pay each fiscal year. Employees may be permitted these four (4) days off with pay for personal leave for such occurrences as observance of a religious holiday or for other personal reasons. Such personal days shall not be used in increments of less than one-half (½) day at a time.

Employees entitled to receive such leave, who enter Cook County employment during the fiscal year, shall be given credit for such personal leave at the rate of 1.24 hours per pay period; except that two (2) personal days may be used for observance of religious holidays prior to accrual, to be paid back in the succeeding two (2) fiscal quarters. No more than (5) personal days may be used in a fiscal year

Personal days shall not be used as additional vacation leave. If the health of an employee warrants prolonged absence from duty, the employee will be permitted to combine personal days, sick leave, and vacation leave.

Personal days may not be used consecutively unless approved by the Department Head. Personal days off shall be scheduled in advance to be consistent with operating necessities and the convenience of the employee, subject to Department Head approval.

Severance of employment shall terminate all rights to accrued personal days.

Section 9.6 Transfer for Medical Reasons Compassionate Transfer:

Approval of a request for a compassionate transfer will be for a period not to exceed six (6) months unless the Employer in consultation with the Union Representation approves an extension. Employees may submit a request for a temporary transfer for bona fide medical reasons, for a period not to exceed six (6) months. The Employer and the Union may consider an extension request. Transfers for medical reasons shall not be arbitrarily or capriciously denied by the Employer.

ARTICLE X Leaves of Absence

Section 10.1 Regular Leave:

An employee may be granted a leave of absence without pay by the Department Head, with the written approval of the Comptroller of Cook County/Office of the Public Administrator. Such leave shall be intended to take care of emergency situations and shall be limited to one (1) month for every full year of continuous employment by the County/Office of the Public Administrator and/or Cook County/Office of the Public Administrator health facilities, not to exceed one (1) year, except for military service.

An employee desiring a leave of absence shall make written application to his/her immediate supervisor, who will then refer the application to the Department Head. If approved by the Department Head, the application will then be forwarded to the Cook County/Office of the Public Administrator Comptroller for consideration. The application shall include the purpose for the leave of absence and the dates for which the leave is requested. An employee granted a leave of absence shall be eligible, when such leave expires, to receive the salary and the same or comparable position at the time the leave was granted.

Absence from County/Office of the Public Administrator service on leave without pay for periods in excess of thirty (30) calendar days, all suspensions, time after layoffs for more than thirty (30) calendar days but less than one (1) year, all absences without leave shall be deducted in computing total continuous service and will effect a change in the anniversary date.

Section 10.2 Seniority on Leave:

An employee on an approved leave of absence shall retain seniority, but shall not accrue pension benefits during such period (except as may be otherwise provided in the County/Office of the Public Administrator's Pension Plan).

Section 10.3 Union Leave:

A leave of absence not to exceed one (1) year without pay, will be granted to an employee who is elected, delegated or appointed to participate in duly authorized business of the Union which requires absence from the job. Such leave may be extended by mutual agreement. Employees duly elected as delegates of the Union will be allowed time off, without pay, to attend state and national conferences and conventions of the Union, not to exceed ten (10) work days for all employees.

Section 10.4 Military Leave:

Employees who enter the armed services of the United States shall be entitled to all the re-employment rights in accordance with State and Federal laws. An employee, who has at least six (6) months or more of continuous actual service and is a member of the Illinois National Guard or any of the Reserve Components of the Armed Forces of the United States, shall be entitled to leave of absence with full pay for a limited service in field training, cruises, and kindred recurring obligations, Such leave will normally be limited to eleven (11) working days in each year or as extended in accordance with Cook County Policy on Military Leave.

Section 10.5 Veteran's Conventions:

Any employee who is a delegate or alternate delegate to a National or State convention of a recognized veterans' organization may request a leave of absence for the purpose of attending said convention, providing, however, that any employee requesting a leave of absence with pay must meet the following conditions:

- 1. The employee must be a delegate or alternate delegate to the convention as established in the by-laws of the organization.
- 2. They must register with the credentials committee at the convention headquarters.
- 3. Their name must appear on the official delegate-alternate rolls that are filed at the State headquarters of their organization at the close of the convention.
- 4. They must have attended no other convention, with a leave of absence with pay, during the fiscal year.
- 5. The employee must produce, upon returning from the convention, a registration card signed by a proper official of the convention, indicating attendance.

Section 10.6 Approval of Leave:

No request for a leave, as defined in Sections 10.1 and 10.4 of this Article, will be considered unless approved by the Department Head and no Department Head shall grant such approval, if, in his judgment, such absence from duty at the particular time requested would interfere with the conduct of County/Office of the Public Administrator business.

Section 10.7 Retention of Benefits:

An employee will not earn sick pay or vacation credits while on a leave of absence. An employee on a leave of absence except for maternity or paternity leave will, be required to pay the cost of the insurance benefits provided in Article VIII in order to keep these benefits in full force and effect during the period of leave. Arrangements for payments of such costs through normal deductions or otherwise must be made with the entity designated for that purpose by the Employer County's payroll office prior to departure on the leave. For the failure to make such arrangements the County Employer may cancel insurance benefits, which will be reinstated upon the employee's return to work, subject to such waiting period and other rules and regulations as may be applicable to the insurance plan.

Section 10.8 Parental Leave:

Employees shall be eligible for paid Parental Leave pursuant to Cook County Board Resolution 13-R-346 and the corresponding Cook County Bureau of Human Resources Parental Leave Policy. Employees, except those who have applied for and been granted Parental Leave, shall be eligible for unpaid maternity or paternity or family responsibility leave pursuant to Cook County Personnel rule 6,03 (b).

All Employees returning to work from a medical leave of absence of five (5) or more consecutive work days are required to provide a medical release to return to work to the Personnel Services Division prior to reporting to work. Employees should start this process five calendar days in advance of their anticipated date to return to work.

Employees in safety sensitive positions returning to work from a medical leave of absence of thirty (30) consecutive calendar days or more are required to contact the Personnel Services Division.

Section 10.9 School Conference and Activity Leave:

The Employer must grant an employee unpaid leave of up to a total of eight (8) hours during any school year, no more than four (4) hours of which may be taken on any given day, to attend school conferences or classroom activities related to the employee's child. In accordance with the School Visitation Rights Act 820 ILCS 147/1 et seq.

ARTICLE XI Grievance Procedure

Section 11.1 Policy:

The provisions of this Article supplement and modify the provisions of the County/Office of the Public Administrator's Grievance Procedure applicable to all employees.

Section 11.2 Definition:

A grievance is a difference between an employee or the Union and the Employer with respect to the interpretation or application of, or compliance with, the agreed upon provisions of the Agreement, the Employer's rules and regulations or disciplinary action. The Union will send copies of grievances appealed or submitted at Steps Two and Three to the County/Office of the Public Administrator's Bureau of Human Resources.

Section 11.3 Representation:

Only the aggrieved employee(s) and/or representatives of the Union may present grievances. Employees may take up grievances through Steps One to Three either on their own and individually or with representation by the Union. If an employee takes up a grievance without Union representation, any resolution of the grievance shall be consistent with this Agreement and the Union representative shall have the right to be present at such resolution. A grievance relating to all or a substantial number of employees or to the Union's own interests or rights with the County/Office of the Public Administrator may be initiated at Step Two by a Union representative.

Section 11.4 Grievance Procedure:

The steps and time limits as provided in the County/Office of the Public Administrator's Grievance Procedure are as follows:

Step	Submitted Time Limit this step (calendar days)	To Whom Submitted	Time Limits Meeting	Response
1		Immediate		
	30 days	Supervisor	5 days	5 days
2	5 days	Department Head	10 days	10 days
		Chief, Department of Human		
` 3	10 days	Resources/Designee	30 days	30 days
		Impartial Third Party		
4	30 days		30 days	30 days

Section 11.5 Time Limits:

The initial time limit for presenting a grievance shall be thirty (30) days and the same limit shall apply to hearings and decisions at Step Four. Time limits may be extended by mutual agreement in writing between the employee and/or the Union and the County/Office of the Public Administrator. Should the County/Office of the Public Administrator fail to respond to a grievance in the time limits listed above, the Union shall have the right to advance the grievance to the next step.

Section 11.6 Stewards:

The Union will advise the County/Office of the Public Administrator in writing of the names of the stewards in each department with the County/Office of the Public Administrator and shall notify the County/Office of the Public Administrator promptly of any changes. Upon notification to their supervisor before leaving their work assignment or area, stewards will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hours without loss of pay, provided that such activity shall not exceed a reasonable period of time. It is understood that the assignment of individual stewards to represent employees shall be at the discretion of the Union.

All employees shall be allowed time off with pay to attend meetings agreed to by the Employer required by the Employer, or mandated by this Agreement.

Stewards shall be allowed to attend authorized meetings with Union representatives during their normal work hours without loss of pay.

Such meetings shall be limited to a maximum of four (4) per year per steward.

Section 11.7 Union Representatives:

Duly authorized business representatives of the Union will be permitted at reasonable times to enter the appropriate County/Office of the Public Administrator Department for purposes of handling grievances or observing conditions under which employees are working. These business representatives will be identified to the County/Office of the Public Administrator Department Head/Designee in a manner suitable to the County/Office of the Public Administrator on each occasion, will first secure the approval of the County/Office of the Public Administrator Department Head/Designee to enter and conduct their business so as not to interfere with the operation of the County/Office of the Public Administrator. Such permission will not be unreasonably withheld. The Union will not abuse this privilege, and such right of entry shall at all times be subject to general County/Office of the Public Administrator department rules applicable to non-employees.

Section 11.8 Impartial Arbitration:

The Union may within thirty (30) days after receipt of the Step 3 answer submit in writing to the County/Office of the Public Administrator notice that the grievance is to enter impartial arbitration. The Union and the County/Office of the Public Administrator shall select an arbitrator from a permanent panel of seven (7) arbitrators. Arbitrators will be selected to hear and decide grievances arising under this agreement on a rotating basis. Either party shall have the authority to strike an arbitrator from the permanent panel at any time. The struck arbitrator will proceed on the cases then-currently assigned, but will not receive any new assignments. In the event that an arbitrator is struck from the panel, the parties shall meet as soon as possible to choose a mutually agreement, from selecting an arbitrator from outside the panel. The Union and the County/Office of the Public Administrator will make arrangements with the Arbitrator to hear and decide the grievance without unreasonable delay. The decision of the Arbitrator shall be binding.

Expenses for the Arbitrator's services and the expenses which are common to both parties to the arbitration shall be borne equally by the County/Office of the Public Administrator and the Union. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses.

The Arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore or add to the provisions of this Agreement. The issue or issues to be decided will be limited to those presented to the Arbitrator in writing by the County/Office of the Public Administrator and the union. His/her decision must be based solely upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.

Section 11.9 Expedited Arbitration:

The parties may mutually agree that a grievance shall be submitted to expedited arbitration. If the parties agree to expedited arbitration, the following provisions of this paragraph shall apply. Immediately upon notification of the designated arbitrator, the parties shall arrange a place and date to conduct a hearing within a period of no more than thirty (30) calendar days, unless the parties agree to a longer period.

If the designated arbitrator is not available to conduct a hearing within the thirty (30) calendar days and the parties do not otherwise agree to a longer period, the next panel member in the rotation shall be notified until an available arbitrator is obtained. Nothing herein precludes multiple cases being heard on the same day before the same arbitrator.

The hearing shall be conducted under the following procedures:

- a. The hearing shall be informal;
- b. No briefs shall be filed or transcripts made;
- c. There shall be no formal rules of evidence; however, the arbitrator shall only rely on credible relevant evidence;
- d. The hearing shall normally be completed within one (1) day;
- e. The arbitrator may issue a bench decision at the hearing, but in any event shall render a decision within seven (7) calendar days after the conclusion of the hearing. Such decision shall be based on the evidence before the arbitrator and shall include a brief written explanation of the basis for such conclusion. Any arbitrator who issues a bench decision shall furnish a written copy of the award to the parties within seven (7) calendar days of the close of the hearing.

The decision of the arbitrator shall be final and binding, except that it shall not be regarded as precedent or be cited in any future proceeding.

The parties further agree to increase the arbitration panel from seven (7) arbitrators to twelve (12) arbitrators.

ARTICLE XII Continuity of Operation

Section 12.1 No Strike:

The Union will not cause or permit its members to cause, and will not sanction in any way, any work stoppage, strike, picketing or slowdown of any kind or for any reason, or the honoring of any picket line or other curtailment, restriction or interference with any of the Employer's functions or operations; and no employee will participate in any such activities during the term of this Agreement or any extension thereof.

Section 12.2 Union Responsibility:

Should any activity prescribed in Section 1 of this Article occur, which the Union has or has not sanctioned, the Union shall immediately:

- (a) publicly disavow such action by the employees or other persons involved;
- (b) advise the County/Office of the Public Administrator in writing that such action has not been caused or sanctioned by the Union;
- notify the employees stating that it disapproves of such action instructing all employees to cease such action and return to work immediately;
- (d) take such other steps as are reasonably appropriate to bring about observance of the provisions of this Article, including compliance with reasonable requests of the County/Office of the Public Administrator to accomplish this end.

Section 12.3 Discharge of Violators:

The County/Office of the Public Administrator shall have the right to discharge or otherwise discipline any or all employees who violate any of the provisions of this Article. In such event, the employee or employees, or the Union in their behalf, shall have no recourse to the grievance procedure, except for the sole purpose of determining whether an employee or employees participated in the action prohibited by this Article. If it is determined that an employee did so participate, the disciplinary action taken by the County/Office of the Public Administrator may not be disturbed.

Section 12.4 No Lock-Out:

The County/Office of the Public Administrator agrees that it will not lock out its employees during the term of this Agreement or any extension thereof.

Section 12.5 Reservation of Rights:

In the event of any violation of this Article by the Union or the County/Office of the Public Administrator, the offended party may pursue any legal or equitable remedy otherwise available, and it will not be a condition precedent to the pursuit of any judicial remedy that any grievance procedure provided in this Agreement be first exhausted.

ARTICLE XIII Miscellaneous

Section 13.1 No Discrimination:

The County/Office of the Public Administrator and the Union agree that neither shall discriminate in employment by reason of race, color, religion, national origin, ancestry, political belief or activity, age, sex, sexual orientation, military discharge, marital status, gender identity, disability, parental status or activity on behalf of the Union.

It is the policy of the County/Office of the Public Administrator that applicants for employment and promotion are recruited, selected, and hired on the basis of individual merit and ability with respect to positions being filled and potential for promotions or transfer which may be expected to develop.

Section 13.2 Safety, Work Environment and Health:

The County/Office of the Public Administrator will maintain safe working conditions and health protection for all bargaining unit employees. The Union will cooperate toward this end and will encourage all bargaining unit employees to work in a safe manner.

- A. It will be the responsibility of both bargaining unit employees and supervisors to report unsafe and unhealthy work conditions.
- B. Bargaining unit employees are expected to, when they observe, or are involved in, unsafe working conditions and/or accidents, report them to their supervisor as expeditiously as possible. Supervisors shall assist bargaining unit employees in seeking medical attention and inform them of the proper method of reporting accidents.
- C. Supervisors and bargaining unit employees, at all levels, have a mutual obligation to consider health, safety and well-being of all concerned in practices and procedures regarding all aspects of their work. Supervisors will also consider these factors when recommending the purchase of tools, equipment or machinery.
- F. The County/Office of the Public Administrator and the Union are committed to taking reasonable, necessary steps to limit and/or prevent the spread of communicable diseases in the workplace.

The County/Office of the Public Administrator shall make available to any employee who has occupational exposure during the course of his/her employment to blood or body substances, a Hepatitis B vaccine, TB screening test or other appropriate vaccination at no cost to the employee. The County/Office of the Public Administrator will also make professional counseling available to any employee who reasonably believes that she/he has become infected with TB, HIV, Hepatitis B or other communicable diseases during the course of his/her employment.

Section 13.3 Voluntary and Community Service Workers:

Voluntary organizations and community service workers perform services for the County/Office of the Public Administrator that are a valuable and necessary contribution to the operation of the County/Office of the Public Administrator engages in education and research which involves persons performing tasks and being taught to perform tasks which are similar or identical to work of employees of the bargaining unit. The County/Office of the Public Administrator shall continue to have the right to avail itself of any and all such voluntary services and community service workers and to engage in such educational and research activities. No regular employees shall be laid off because of work done by volunteers and community service workers.

Section 13.4 Bulletin Boards:

The County/Office of the Public Administrator will make bulletin boards available for the use of the Union in non-public locations. The Union will be permitted to have posted on these bulletin boards

notices of a noncontroversial nature, but only after submitting them to the County/Office of the Public Administrator Department Head for approval and posting. Permission to post shall not be unreasonably denied.

There shall be no distribution or posting by employees of advertising or political material, notices or other kinds of literature on the County/Office of the Public Administrator's property other than herein provided.

Section 13.5 Partial Invalidity:

In the event any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any federal or state law or local ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof.

The parties agree to meet and adopt revised provisions which would be in conformity with the law.

Section 13.6 Sub-Contracting:

It is the general policy of the County/Office of the Public Administrator to continue to utilize its employees to perform work they are qualified to perform. The County/Office of the Public Administrator may, however, subcontract where circumstances warrant.

The County will advise the Union in writing at least five (5) months in advance when such changes are contemplated and will discuss such contemplated changes with the Union, pursuant to the Illinois Public Labor Relations Act of 1984. The County/Office of the Public Administrator will work with the Union in making every reasonable effort to place adversely affected employees into other bargaining unit positions.

Section 13.7 Tuition Reimbursement:

The County/Office of the Public Administrator encourages employees to continue their education and acquire new skills through a program sponsored in conjunction with the City Colleges of Chicago and the Suburban Community Colleges. Employees making application for specific courses shall follow the Cook County/Office of the Public Administrator tuition reimbursement policy provided sufficient funds are available.

Based on available funds, an employee may request reimbursement up to an amount no greater than \$300.00 in a fiscal year for employment related course-work. Applications should be made through the Cook County/Office of the Public Administrator Bureau of Human Resources.

Section 13.8 Personnel Files:

Upon written request to the Personnel Office, an employee may inspect his/her personnel file at any time mutually acceptable to the employee and Employer. Copies of materials in an employee's personnel file shall be provided to the employee upon request in accordance with applicable law.

Section 13.9 Personnel Rules Changes

When the Employer is considering modifications in its personnel policies or rules, it shall notify the Union at least twenty-one (21) calendar days prior to any modification, and shall discuss such contemplated changes with the Union, pursuant to the provisions of the Illinois Public Labor Relations Act.

Section 13.10 Direct Deposit:

The County will operate a direct deposit program to include the financial institution of the employee's choice. The receiving financial institution must be capable of receiving direct deposit.

Section 13.11 Travel Reimbursement:

Employees required to use personally owned automobiles in the course of their employment shall be reimbursed in accordance with the Cook County Travel Expense Reimbursement Policy except that the reimbursement rate shall not at any time be less than the maximum allowable business standard mileage rate set by the Internal Revenue Service. Provided, however, that the Employer will have sixty (60) days to implement any revised rates from the effective date of such rate set by the Internal Revenue Service.

Section 13.12 Mileage:

Employees covered by this agreement shall be reimbursed at the current allowable IRS rate. Employees shall be reimbursed for all work related traveled miles. Mileage reimbursement reports shall be submitted by the 1st day of every month and reimbursement shall occur within 45 days of submittal to the department. All other matters related to mileage are subject to Cook County ordinance; and employees will be reimbursed in accordance with the Cook County Travel Reimbursement Policy.

Section 13.13 Post Accident Drug and Alcohol Testing:

Employees shall submit to post-accident alcohol and drug testing if they are involved in a motor vehicle accident (1) at any time where the employee is operating a County-owned rental or leased vehicle; and (2) where the employee is operating any vehicle while conducting county business during the hours of their employment including overtime. Such testing will reinforce the Employer and the Union's commitment to the safety of the employee and the public.

Section 13.14 Dignity and Respect:

The County and the Union agree to promote a professional working atmosphere. Employees who believe they have been subjected to unprofessional or inappropriate treatment by a supervisor or co-worker may raise their concern regarding said treatment with the manager of Labor Relations who will investigate the complaint and advise the employee of any action taken which has been deemed necessary and appropriate under the circumstances.

Section 13.15 Orientation:

The County shall grant the Union thirty (30) minutes at the end of the orientation of new employees to present the benefits of union membership at which time the Union may give the employees a copy of this Agreement.

The County and the Union agree to communicate monthly regarding the time and place of the orientation. A steward designated by the Union shall be given reasonable notice of the date and time of the orientation and he/she shall also be released with pay for such purpose.

Section 13.16 CBA in Electronic Format:

The parties shall agree upon an electronic format for the collective bargaining agreement, which shall be the definitive version of the Agreement. The County shall be under no obligation to make, distribute or pay for paper copies of the Agreement.

Section 13.17 Residency:

To encourage Cook County employees to maintain a personal commitment to his or her domicile in Cook County and thereby assure all residents and taxpayers that employees share in the responsibility of investing in the future of the County, all employees hired on or after December 1, 2018, must maintain their actual residence in the County throughout their employment.

If such employee does not live within the County at the time of hire, he/she shall have six (6) months from the date of hire to establish actual residency in Cook County.

Section 13.18 Americans with Disabilities Act:

Whenever an employee (or the Union at the request of an employee) requests an accommodation under the Americans With Disabilities Act ("ADA"), or an accommodation of an employee is otherwise contemplated by the Employer -- the Employer, the employee and the Union shall meet to discuss the matter.

It is the intent of the parties that any reasonable accommodations adopted by the Employer conform to the requirements of this Agreement where practicable. The Employer may take all steps necessary to comply with the ADA. Any such steps which might conflict with the terms of this Agreement shall be discussed with the Union prior to implementation. The parties shall cooperate in resolving potential conflicts between the Employer's obligation under the ADA and the rights of the Union. Neither party shall unreasonably withhold its consent to the reasonable accommodation of an employee. The Employer agrees that it shall not apply this section in a discriminatory, arbitrary or capricious manner.

Nothing in this Section shall require the Employer to take any action which would violate the ADA or any other applicable statutes. Information obtained regarding the medical condition or history of an employee shall be treated in a confidential manner.

Section 13.19 Involuntary Temporary Transfers:

Involuntary Temporary Transfers will be filled at the discretion of management for up to a twelve (12) week period. Then the least senior employee in the job classification in which the vacancy exists shall fill the vacancy for up to sixty (60) days unless requested by a senior employee (all requests must be approved by management and requested transfers will continue until the vacancy is terminated). If not requested by a senior employee, or after the first 60-day assignment, the vacancy will be filled by rotating the next least senior employee in the unit to the vacancy every sixty (60) days. All temporary vacancies will be posted in accordance with Section 4.11 of this collective bargaining agreement.

ARTICLE XIV <u>Discipline</u>

Section 14.1 General:

Disciplinary action will be imposed upon an employee only for just cause. Discipline will be imposed as soon as practicable after the Employer is aware of the conduct or event giving rise to the discipline and after the Employer has had a reasonable period of time to investigate the matter. Prior to any meeting which could lead to discipline, an employee will be advised of his/her right to Union representation at that meeting.

Section 14.2 Form of Discipline:

The Employer agrees with the principles of fairness and consistency in imposing discipline. Generally, disciplinary action will include the following steps:

Oral reprimand Written reprimand Suspension Discharge

In determining what disciplinary action is appropriate, the Employer will consider the nature and gravity of the misconduct, the employee's disciplinary record and any mitigating circumstances. Certain serious misconduct may result in suspension or automatic discharge as defined in the Rules and Regulations Governing Employee Conduct.

Oral warnings and written warnings shall remain in an employee's personnel file, but will not be considered for purposes of progressive discipline after twelve (12) months, if the employee has not additional discipline for the same or similar offense. Suspensions will remain in the employee's personnel file, but will not be considered for purposes of progressive discipline after forty-eight (48) months if the employee has not received discipline during that forty-eight (48) month period. If the employee or union claim in any grievance or arbitration proceeding that the employee has a "clean" or "unblemished" record, the County will be free to use any discipline issued to the employee regardless of the provisions of this section.

Section 14.3 Training:

The Employer will train supervisors in the fair and consistent administration of this policy.

ARTICLE XV Duration

Section 15.1 Term:

This Agreement shall become effective on December 1, 2017 and shall remain in effect through November 30, 2020. It shall automatically renew itself from year to year thereafter unless either party shall give written notice to the other party not less than ninety (90) calendar days prior to the expiration date, or any anniversary thereof, that it desires to modify or terminate this Agreement.

In the event such written notice is given by either party, this Agreement shall continue to remain in effect after the expiration date until a new Agreement has been reached or either party shall give the other party five (5) calendar days written notice of cancellation thereafter.

Section 15.2 Notice:

Any notice under this Agreement shall be given by registered or certified mail. If given by the Union, then such notice shall be addressed to the following individuals:

- President
 Board of Commissioners of Cook County/Office of the Public Administrator
 118 North Clark Street
 Room 537
 Chicago, IL 60602
- Chief
 Cook County/Office of the Public Administrator Bureau of Human Resources
 118 North Clark Street
 Room 834
 Chicago, IL 60602

If given by the County/Office of the Public Administrator, then such notice shall be addressed to:

President/Business Manager SEIU Local 73 Service Employees International Union 300 S. Ashland, Suite 400 Chicago, Illinois 60607

Either party may, by like written notice, change the address to which notice to it shall be given.

gned and entered into this day of	The second secon	, 2018
County of Cook:		
BY:		•
Joni Orecsum	922	
TONI PRECKWINKLE, President		
Cook County Board of Commissioners		
LOUIS G, APOSTOL		
new Section 3.4 and the changes in Sections 11/30/12 CBA (previously excluded from the	12/1/12 - 11/30/17 CE	BA) do not app
Attest:		
DAVID D. ORR		
David Dru		
DAVID D. ORR		
DAVID D. ORR	nion, Local 73	
DAVID D. ORR Cook County Clerk	nion, Local 73	
DAVID D. ORR Cook County Clerk UNION: Service Employees International U	nion, Local 73	

SEIU 73 PUBLIC Administrator 2017-2020F

APPROVED BY THE BOARD OF COOK COUNTY COMMISSIONERS

NOV 1 4 2018

APPENDIX A SEIU Local 73 (Office of Public Administrator)

JOB CODE	GRADE	TITLE
0907	11	Clerk IV* (upgrade to Administrative Asst. I)
0935	11	Stenographer IV* (upgrade to Administrative Asst. I)
0907	12	Clerk V* (upgrade to Administrative Asst. I)
0935	12	Stenographer IV* (upgrade to Administrative Asst. I)
1512	14	Case Worker II
0638	14	Investigator I
0048	16	Administrative Assistant III
0640	18	Investigator III
0641	20	Investigator I

^{*}EFFECTIVE 12/1/18

SCHEDULE I BUREAU OF HUMAN RESOURCES CORPORATE - SEIU LOCAL 73

•								After 2	After 1 Year at 1st Longevity Rate & 10	After 1 Year at 2nd Longevity	Longevity
	•							Years At 5th Step	Years Service	Rate & 15 Years Service	Rate & 20 Years Service
Grac	<u>le</u>	Entry Rate	1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step	7th Step	8th Step	9th Step
9	Hourly	13.784	15.316	16.011	16.790	17.601	18.412	19.289	19.837	20,036	
	Bi-Weekly	1,102.72	1,225.28	1,280.88	1,343.20	1,408.08	1,472.96	1,543.12	1,586.96	1,602.88	20.626 1,650.08
	Annual	28,670	31,857	33,302	34,923	36,610	38,296	40,121	41,260	41,674	42,902
10	Hourly	14.764	16.405	17.172	17.979	18.849	19.755	20.679	21.073	21.296	21.926
	Bi-Weekly	1,181.12	1,312.40	1,373.76	1,438.32	1,507.92	1,580.40	1,654.32	1,685.84	1,703.68	4.4
	Annual	30,709	34,122	35,717	37,396	39,205	41,090	43,012	43,831	44,295	45,606
11	Hourly	15.840	17.601	18.412	19.289	20.189	21.187	22.260	22.707	22.916	23.619
	Bi-Weekly	1,267.20	1,408.08	1,472.96	1,543.12	1,615.12	1,694.96	1,780.80	1,816.56	1,833.28	1,889.52
	Annual	32,947	36,610	38,296	40,121	41,993	44,068	46,300	47,230	47,665	49,127
12		- 16.964	18.849	19.755,	20.679	21.676	22.790	23.846	24.312	24.555	25.301
	Bi-Weekly	1,357.12	1,507:92	1,580.40	1,654.32	1,734.08	1,823.20	1,907.68	1,944.96	1,964.40	2,024.08
	Annual	35,285	39,205	41,090	43,012	45,086	47,403	49,599	50,568	51,074	52,626
13	Hourly	18.170	20.189	21.187	22.260	23.335	24.392	25.613	26,124	26.374	27.172
	Bi-Weekly	1,453.60	1,615.12	1,694.96	1,780.80	1,866.80	1,951.36	2,049.04	2,089.92	2,109.92	2,173.76
	Annual	,37,793	41,993	44,068	46,300	.48,536	50,735	53,275	54,337	54,857	56,517
14	Hourly	19.508	21.676	22.790	23.846	25.049	26.235	27.481	28.048	28.327	29.182
	Bi-Weekly	1,560.64	1,734.08	1.823.20	1,907.68	2,003.92	2,098.80	2,198.48	2,243:84	2,266.16	2,334.56
	Annual	40,576	45,086	47,403	49,599	52,101	54,568	57,160	58,339	58,920	60,698
15	Hourly	21.001 .	23.335	24.392	25.613	26.881	28,231	29.561	30.157	30.465	31,373
•	Bi-Weekly	1,680.08	1,866.80	1,951.36	2,049.04	2,150.48	2,258.48	2,364.88	2,412.56	2,437.20	2,509.84
	Annual .	43,682	48,536	50,735	53,275	55,912	58,720	61,486	62,726	63,367	65,255
16	Hourly	22.544	25.049	26.235	27.481	28.795	30.184	31.583	32.234	32.547	33.527
	Bi-Weekly	1,803.52	2,003.92	2,098.80	2,198.48	2,303.60	2,414.72	2,526.64	2,578.72	2,603.76	2,682.16
	Annual	46,891	52,101	54,568	57,160	59,893	62,782	65,692	67,046	67,697	69,736
17	Hourly	25.992	26.881	28.231	29.561	30.936	32.465	34.071	34,736	35.070	36.129
	Bi-Weekly	2,079.36	2,150.48	2,258.48	2,364.88	2,474.88	2,597.20	2,725.68	2,778.88	2,805.60	2,890.32
•	Annual	54,063	55,912	58,720	61,486	64,346	67,527	70,867	72,250	72,945	75,148
18	Hourly	25.915	28,795	30.184	31.583	33.154	34.682	36.395	37.139	37.491	38.651
	Bi-Weekly	2,073.20	2,303.60	2,414.72	2,526.64	2,652,32	2,774.56	2,911.60	2,971.12	2,999.28	3,092.08
•	Annual	53,903	59,893	62,782	65,692	68,960	72,138	75,701	77,249	77,981	80,394
19	Hourly	28.424	31.583	33.154	34.682	36.395	38.115	39.942	40.549	40.945	42.185
	Bi-Weekly	2,273.92	2,526.64	2,652.32	2,774.56	2,911.60	3,049.20	3,195.36	3,243.92	3,275.60	3,374.80
	Annual	59,121	65,692	68,960	72,138	75,701	79,279	83,079	84,341	85,165	87,744
20	Hourly	31.213	34.682	36.395	38.115	39.942	41.827	43.869	44.513	44.944	46.300
	Bi-Weekly	2,497.04	2,774.56	2,911.60	3,049.20	3,195.36	3,346.16	3,509.52	3,561.04	3,595.52	3,704.00
	Annual .	64,923	72,138	75,701	79,279	83,079	87,000	91,247	92,587	93,483	96,304
21	Hourly	34.303	38.115	39.942	41.827	43.869	45.951	48.187	48.901	49.388	50.887
	Bi-Weekly	2,744.24	3,049.20	3,195.36	3,346.16	3,509.52	3,676.08	3,854.96	3,912.08	3,951.04	4,070.96
	Annual	71,350	79,279	83,079	87,000	91,247	95,578	100,228	101,714	102,727	105,844
22	Hourly	37.644	41.827	43.869	45.951	48.187	50.425	52.855	53.632	54.165	65.789
	Bi-Weekly	3,011.52	3,346.16	3,509.52	3,676.08	3,854.96	4,034.00	4,228.40	4,290.56	4,333.20	4,463.12
	Annual ,	78,299	87,000	91,247	95,578	100,228	104,884	109,938	111,554	112,663	116,041
23	Hourly	39.482	43.869	45.951	48.187	50.425	52.855	55.486	56.308	56.869	58.588
	Bi-Weekly	3,158.56	3,509.52	3,676.08	3,854.96	4,034.00	4,228.40	4,438.88	4,504.64	4,549.52	4,687.04
	Annual	82,122	91,247	95,578	100,228	104,884	109,938	115,410	117,120	118,287	121,863

SCHEDULE I BUREAU OF HUMAN RESOURCES CORPORATE - SEIU LOCAL 73

	. · · · · · · · · · · · · · · · · · · ·			. • •				After 2	Longevity Rate & 10	After 1 Year at 2nd Longevity Rate & 15	Longevity Rate & 20
								Years At 5th Step	Years Service	Years Service	Years Service
<u>Grade</u>		Entry Rate	1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step	7th Step	8th Step	9th Step
9	Hourly	14.060	15.622	16.331	17.126	17.953	18,780	19.675	20.234	20.437	21.039
,	Bi-Weekly Annual	1,124.80 29,244	1,249.76 32,493	1,306.48 33,968	1,370.08 35,622	1,436.24 37,342	1,502.40 39,062	1,574.00 40,924	1,618.72 42,086	1,634.96 42,508	1,683,12 43,761
10	Hourly	15.059	16.733	17.515	18,339	19.226	20.150	21.093	21.494	21.722	22.365
	Bi-Weekly	1,204.72	1,338.64	1,401.20	1,467.12	1,538.08	1,612.00	1,687.44	1,719.52	1,737.76	1,789.20 46,519
	Annual	31,322	34,804	36,431	38,145	39,990	41,912	43,873	44,707	45,181	40,519
11	Hourly	16.157	17.953	18.780	19.675	20,593	21.611	22.705	23.161	23.374	24.091
	Bi-Weekly	1,292.56	1,436.24	1,502.40	1,574.00	1,647.44	1,728.88	1,816.40	1,852.88	1,869.92	1,927.28
	Annual	33,606	37,342	39,062	40,924	42,833	, 44,950	47,226	48,174	48,617	50,109
12	Hourly	17.303	19.226	20.150	21,093	22.110	23.246	24.323	24,798	25.046	25.807
	Bj-Weekly	1,384.24	1,538.08	1,612.00	1,687.44	1,768.80	1,859.68	1,945.84	1,983.84	2,003.68	2,064.56
	Annual	35,990	39,990	41,912	43,873	45,988	48,351	50,591	51,579	52,095	53,678
- 13	Hourly	18.533	20.593	21.611	22.705	23.802	24.880	26.125	26.646	26,901	27.715
,	Bi-Weekly	1,482.64	1,647.44	1,728.88	1,816.40	1,904.16	1,990.40	2,090.00	2,131.68	2,152.08	2,217:20
	Annual	38,548	42,833	44,950	47,226	49,508	51,750	54,340	55,423	55,954	57,647
14	Hourly	19.898	22.110	23,246	24.323	25.550	26.760	28.031	28.609	28.894	29.766
	Bi-Weeklý	1,591.84	1,768.80	1,859.68	1,945.84	2,044.00	2,140.80	2,242.48	2,288.72	2,311.52	2,381.28
•	Annual	41,387	45,988	48,351	50,591	53,144	55,660	58,304	59,506	60,099	61,913
15	Hourly	21.421	23.802	24.880	26.125	27.419	28.796	30.152	30,760	31.074	32.000
10	Bi-Weekly	1,713.68	1,904.16	1,990.40	2,090.00	2,193.52	2,303.68	2,412.16	2,460.80	2,485.92	2,560.00
	Annual	44,555	49,508	51,750	54,340	57,031	59,895	62,716	63,980	64,633	66,560
16	Hourly	22.995	25.550	26.760	28.031	29.371	30.788	32.215	32.879	33.198	34.198
, 10	Bi-Weekly	1,839.60	2,044.00	2,140.80	2,242.48	2,349.68	2,463.04	2,577.20	2,630.32		2,735.84
	Annual	47,829	53,144	55,660	58,304	61,091	64,039	67,007	68,388	69,051	71,131
17	Hourly	26.512	27.419	28.796	30,152	31.555	33.114	34.752	35.431	35.771	36.852
17	Bi-Weekly	2,120.96	2,193.52	2,303.68	2,412.16	2,524.40	2,649.12	2,780.16			2,948.16
	Annual	55,144	57,031	59,895	62,716	65,634	68,877	72,284	73,696	74,403	76,652
18	Dougle	26.433	29,371	30.788	32.215	33.817	35.376	37.123	37.882	38.241	39.424
10	Hourly Bi-Weekly	2,114.64	2,349.68	2,463.04	2,577.20	2,705,36	2,830.08	2,969.84			3,153.92
	Annual	54,980		64,039	67,007	70,339	73,582	77,215	78,794	79,541	82,001
19	Hourly	28.992	32,215	33:817	35.376	37.123	38.877	40.741	41.360	41.764	43.029
19	Bi-Weekly	2,319.36	2,577.20	2,705.36	2,830.08	2,969.84	3,110.16	3,259.28			3,442.32
	Annual	60,303	67,007	70,339	73,582	77,215	80,864	84,741		86,869	89,500
20	Hourly	31.837	35.376	37.123	38.877	40.741	42,664	44,746	45.403	45,843	47.226
20	Bi-Weekly	to the	2,830.08	2,969.84	3,110.16	3,259.28	3,413.12	3,579.68			
	Annual,	66,220		77,215	80,864	84,741	88,741	93,071			98,230
. 24	 Howele	34.989	38.877	40.741	42.664	44.746	46,870	49.151	49.879	50.376	51.905
21	Hourly Bi-Weekly			3,259.28	3,413.12			3,932.08			
	Annual	72,777		84,741	88,741	93,071	97,489	102,234	-		
~^	•	. 00.007	AD 604		.) 46.870	49.151	51.434	53.912	2 54.70	5 55.248	56,905
22	Hourly Bi-Weekly	38.397 3,071.76									
	Annual	79,865		93,071	97,489						5.0
		,- <u>^-</u>		40.070	40.454	E# 404	. 50 040	56.59	5 5 7.4 3	4 58.006	59.760
· 23	Hourly B: Woolds	40.272									
	Bi-Weekly	3,221.76 83,765									
	Annual	00,100	. 50,011	01,400	102,204	.00,002	,.00	, , ,	,		•

SCHEDULE I BUREAU OF HUMAN RESOURCES CORPORATE - SEIU LOCAL 73

			1				•				1 1
					.*	•			After 1 Year at 1st Longevity	After 1 Year at 2nd Longevity	After 1 Year at 3rd Longevity
	•		:				,	After 2 Years At 5th Step	Rate & 10 Years Service	Rate & 15 Years Service	Rate & 20 Years Service
Grade		Entry Rate	1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step	7th Step	8th Step	9th Step
9 .	Hourly	14.341	15.934	16,658	17.469	18.312	19.156	20.069	20.639	20.846	21.460
	Bi-Weekly	1,147.28	1,274.72	1,332.64	1,397.52	1,464.96	1,532.48	1,605.52	1,651.12	1,667.68	1,716.80
	Annual	29,829	33,142	34,648	36,335	38,088	39,844	41,743	42,929	43,359	44,636
		45.000	47,000	47.005		40.044		. 64.545	04.004	00.450	00.040
10	Hourly Bi-Weekly	15.360 1,228.80	17.068 1,365.44	17.865 1.429.20	18.706 1,496.48	19.611 1,568.88	20.553 1,644.24	21.515	21.924 1,753.92	22.156 1,772.48	22.812 1.824.96
	Annual	31,948	35,501	37,159	38,908	40,790	42,750	44,751	45,601	46,084	47,448
11	Hourly	16.480	18.312	19.156	20.069	21.005	22.043	23.159	23.624	23.841	24.573
	Bi-Weekly	1,318.40	1,464.96	1,532.48	1,605.52	1,680.40	1,763.44	1,852.72	1,889.92	1,907.28	1,965.84
	Annuai	34,278	38,088	39,844	41,743	43,690	45,849	48,170	49,137	49,589	51,111
12	Hourly	17.649	19.611	20.553	21.515	22.552	23.711	24,809	25,294	25.547	26.323
•	Bi-Weekly	1,411.92	1,568.88	1,644.24	1,721.20	1,804.16	1,896.88	1,984.72	2,023.52	2,043.76	2,105.84
	Annual	36,709	40,790	42,750	44,751	46,908	49,318	51,602	52,611	53,137	54,751
			_1								
13	Hourly	. 18.904	21.005	22.043	23.159	24.278	25,378	26.648	27.179	27.439	28.269
	Bi-Weekly Annual	1,512.32 39,320	1,680.40 43,690	1,763.44 45,849	1,852.72 48,170	1,942.24 50,498	2,030.24 52,786	2,131.84 55,427	2,174.32 56,532	2,195.12 57,073	2,261.52 58,799
	Attitual	50,020	40,000	(40,170	00,400	.02,100		30,002	01,010	
14	Hourly	20.296	22.552	23.711	24.809	26.061	27.295	28.592	29.181	29.472	30.361
	Bi-Weekly	1,623.68	1,804.16	1,896.88	1,984.72	2,084.88	2,183.60	2,287.36	2,334.48	2,357.76	2,428.88
•	Annual	42,215	46,908	49,318	51,602	54,206	56,773	59,471	60,696	61,301	63,150
15	Hourly	21.849	24,278	25.378	. 26,648	27.967	29,372	30.755	31.375	31,695	32,640
10	Bi-Weekly	1,747.92	1,942.24	2,030.24	2,131.84	2,237.36		2,460.40	2,510.00	2,535.60	2,611.20
	Annual	45,445	50,498	52,786	55,427	58,171	61,093	63,970	65,260	65,925	67,891
• .	• •			:							•
.16	Hourly	23.455	26.061	27.295	28.592	29.958	31.404	32.859	33.537	33.862	34.882
	Bi-Weekly	1,876.40	2,084.88	2,183.60	2,287.36	2,396.64	2,512.32	2,628.72	2,682.96	2,708.96	2,790.56
	Annual	48,786	54,206	56,773	. 59,471	62,312	65,320	68,346	69,756	70,432	72,554
17	Hourly	27.042	27.967	29.372	30.755	32.186	33,776	35,447	36.140	36.486	- 37.589
	Bi-Weekly	2,163.36	2,237.36	2,349.76	2,460.40	2,574.88	2,702.08	2,835.76	2,891.20	2,918.88	3,007.12
	Annual	56,247	. 58,171	61,093	63,970	66,946	70,254	· 73,729	75,171	75,890	78,185
40		00.000	00.000	04.404			00.004	07 005	cio cia	00.000	. 40.040
18	Hourly Bi-Weekly	26.962 2,156.96	29.958 2,396.64	31.404 2,512.32	32.859 2,628.72	34,493 2,759.44	36.084 2,886.72	37.865 3,029.20	38.640 3,091.20	39.006 3,120.48	40.212 3,216.96
	Annual	2,100.90 56,080	62,312	.65,320	68,346	71,745	75,054	78,759	80,371	81,132	83,640
		,									• •
19	Hourly	29,572	32.859	34.493	36.084	37.865	39.655	41.556	42.187	42.599	43.890
	Bi-Weekly	2,365.76	2,628.72	2,759.44	2,886.72	3,029.20	3,172.40	3,324.48	3,374.96	3,407.92	3,511.20
	Annuai	61,509	68,346	71,745	75,054	78,759	82,482	86,436	. 87,748	88,605	91,291
20	Hourly	32.474	36.084	37.865	39.655	41.556	43.517	45.641	46.311	46,760	48.171
	Bi-Weekly	2,597.92	2,886.72	3,029.20	3,172.40	3,324.48	3,481.36	3,651.28	3,704.88	3,740.80	3,853.68
	Annual	67,545	75,054	78,759	82,482	86,436	90,515	94,933	96,326	97,260	100,195
								44.	· .		-0.040
21	Hourly	35.689		41.556	43.517		47.807	50.134	50.877		
	Bi-Weekly Annual	2,855.12 74,233	3,172.40 82,482	3,324.48 86,436	3,481.36 90,515	3,651.28 94,933	3,824.56 99,438	4,010,72 104,278	4,070.16 105,824		4,235,44 110,121
•	Attitual	171200	02,702	00,400	00,010	0-1,000	50, 1 00	10-7-210	100,024		, 154 (
22	Hourly	39.165	43.517	45.641	47.807	50.134	52.463	54.990	55.799	56.353	58.043
	Bi-Weekly	3,133.20	3,481.36	3,651.28	3,824.56	4,010.72	4,197.04	4,399.20	4,463.92		4,643.44
•	Annual	81,463	-90,515	94,933	99,438	104,278	109,123	114,379	116,061	117,214	120,729
23	Hourly	41.077	45.641	47.807	50.134	52.463	54.990	57.728	58.583	59.166	60,955
	Bi-Weekly	3,286.16	3,651.28	3,824,56	4,010.72	4,197.04	4,399.20	4,618.24			4,876.40
	Annual	85,440	94,933	99,438	104,278	109,123	114,379	120,074			126,786
	•										

Cook County Benefit Overview

HMO(s)	Current - Benefits Effective 12/1/2015	Benefits Effective 6/1/2018
Out of Pocket Maximum	All Copays accumulate to OOP Max	All Copays accumulate to OOP Max
Out of Pocket Maximum	\$1,600 single / \$3,200 family	\$1,600 single / \$3,200 family
Inpatient Facility	\$100 copay per admit	\$100 copay per admit
Preventive	\$0 copay (100% Covered)	\$0 copay (100% Covered)
Other PCP / Urgent Care	\$15 copay	\$15 copay
Specialists	\$20 copay	\$20 copay
X-Ray / Diagnostic tests (performed in lab or hospital)	\$0 copay	\$0 copay
Accident / illness	\$15 copay	\$15 copay
Emergency Room	\$75 copay	\$75 copay

PPO	Current - Benefits Effective 12/1/2015	Benefits Effective 6/1/2018
Deductible and Out of Pocket Maximum	Copay and Deductibles do accumulate to OOP Max	Copay and Deductibles do accumulate to OOP Max
Annual Deductible	\$350 / \$700 (Single / Family) 2x Out of Network	\$350 / \$700 (Single / Family) 2x Out of Network
Out of Pocket Maximum	\$1,600/\$3,200 (Single / Family) 2x Out of Network	\$1,600/\$3,200 (Single / Family) 2x Out of Network
Inpatient Facility	90% In network / 60% Out of network	90% In network / 60% Out of network
Preventive	\$0 copay (100% Covered)	\$0 copay (100% Covered)

PCP	90% coinsurance after	90% coinsurance after
1 C1	\$25 copay / 60% Out of network	\$25 copay / 60% Out of network
Specialists	90% coinsurance after	90% coinsurance after
specialisis	\$35 copay / 60% Out of network	\$35 copay / 60% Out of network
X-Ray / Diagnostic tests	90% in network	90% in network
(performed in lab or hospital)	60% Out of network	60% Out of network
Accident / Illness	90% coinsurance after	90% coinsurance after
	\$25 copay / 60% Out of network	\$25 copay / 60% Out of network
Emergency Room – In / Out of Network	\$75 copay	\$75 copay

Cook County Benefit Overview (Cont.)

Drug	Current - Benefits Effective 12/1/2015	Benefits Effective 6/1/2018
Prescription Drugs – Retail	Generic: \$10 copay Brand Formulary: \$25 copay Brand Non-Formulary: \$40 copay Mail Order: 2 x retail	Generic: \$15 copay Brand Formulary: \$30 copay Brand Non-Formulary: \$50 copay Mail Order: 2 x retail
Generic Step Therapy	PBM's generic step therapy program	PBM's generic step therapy program
Mandatory Maintenance Choice	Mandatory mail-order for maintenance drugs	Mandatory mail-order for maintenance drugs

Vision	Current - Benefits Effective 12/1/2015
Eye Examination	\$0 copay Once per 12 months
Eyeglass Lenses*	\$0 copay standard uncoated plastic Once per 12 months
Frames	\$0 copay up to \$100 / Amount over \$100 less 10% Once per 24 months
Contact Lenses*	\$0 copay up to \$100 Once per 12 months

^{*}Either eyeglass lenses OR contact lenses are covered every 12 months

Cook County Benefit Overview (Cont.)

Dental – HMO	Current – Benefits Effective 12/1/2015	
Annual Deductible	\$0 (None)	
Benefit Period Maximum	None	
	Requires a Maximum Allowance	
Deconocities	Includes 2 exams / cleanings per benefit	
Preventive	period;	
	Includes fluoride treatments under age 19	
	Requires a copayment for each specific	
Pario Panafita	service;	
Basic Benefits	Copayments equal a discount of	
	approximately 70%	
	Requires a copayment for each specific	
Major Comison	service;	
Major Services	Copayments equal a discount of	
	approximately 60%	
•	Requires copayments;	
	Copayments equal a discount of	
Orthodontics	approximately 25%;	
	Max one full course of treatment for	
	dependent children under 19	

Dental – PPO	Current - Benefits Effective 12/1/2015
Annual Deductible	\$25 Individual / \$100 Family (In
	network)
	\$50 Individual / \$200 Family (Out of
	network)

Preventive (2 exams / cleanings per Benefit Period)	100% of Maximum Allowance (In network) 80% of Maximum Allowance (Out of network)
Primary Services	80% of Maximum Allowance (In
X-Rays	network)
Space Maintainers	60% of Maximum Allowance (Out of
	network)
Restorative Services	80% of Maximum Allowance (In network)
Routine Fillings	60% of Maximum Allowance (Out of
-	network)
	80% of Maximum Allowance (In
Emergency Services	network)
	80% of Maximum Allowance (Out of

	network)
	80% of Maximum Allowance (In network)
Endodontics	60% of Maximum Allowance (Out of network)
	80% of Maximum Allowance (In
Periodontics	network) 60% of Maximum Allowance (Out of
	network) 80% of Maximum Allowance (In
Oral Surgery	network)
o 2 go. ,	60% of Maximum Allowance (Out of network)
Prosthetics	50% of Maximum Allowance (In and out of network)
Orthodontics	50% up to a lifetime max of \$1,250 (In and out of network)

Cook County Benefit Overview (Cont.)
Employee Contributions – As a Percentage of Salary (Pre-Tax)

Blue Advantage HMO	Current Effective 12/1/2016
Employee Only	1.50%
Employee + Spouse	2.00%
Employee + Child(ren)	1.75%
Employee + Family	2.25%

PPO		Current Effective 12/1/2016
	Employee Only	2.50%
	Employee + Spouse	3.00%
	Employee + Child(ren)	2.75%
	Employee + Family	3.25%

Dental	1, V 1 .		Current Effective 12/1/2016
		HMO	\$0
		PPO	\$0

Vision		Current Effective 12/1/2016
	Vision Plan	\$0